

The following forms listed at the end of the revised Land Use Permit Manual are contained in this document, and all are dated 1/2005:

1. LUP-A (Land Use Permit Application)
2. LUP-OC (Special Provisions for Open Cuts)
3. LUP-LC (Irrevocable Letter of Credit - Bank Agreement)
4. LUP-SB (Surety Bond)
5. LUP-CSB (Corporate Surety Bond)
6. LUP-HM (House Movement Application)
7. LUP-SP (Special Provisions)
8. LUP-IPP (In Place Permit for Subdivision Street Utility)



APPLICATION is hereby made for permit as shown on the accompanying plan or sketch and as described below. Said activity(s) will be done under and in accordance with the rules and regulations of the Commonwealth Transportation Board of Virginia, in so far as said rules are applicable thereto and any agreement between the parties herein before referred to. Where applicable agreements may be attached and made a part of the permit assembly including any cost responsibilities covering work under permit. Applicant agrees to maintain work in a manner as approved upon its completion. Applicant also hereby agrees and is bound and held responsible to the owner for any and all damages to any other installations already in place as a result of work covered by resulting permit. Applicants to whom permits are issued shall at all times indemnify and save harmless the Commonwealth Transportation Board members of the Board, the Commonwealth and all Commonwealth employees, agents, and offices, from responsibility, damage, or liability arising from the exercise of the privileges granted in such permit to the extent allowed by law. In consideration of the issuance of a permit the applicant agrees to waive for itself, successors in interest or assigns any entitlements it may otherwise have or have hereafter under the Uniform Relocation and Assistant Act of 1972 as amended in event the Department or its successor, chooses to exercise its acknowledged right to demand or cause the removal of any or all fixtures, personality of whatever kind or description that may hereafter be located, should this application be approved.

TYPE OR PRINT CLEARLY

Driver's license or Tax ID number _____ Owner Name _____ Address _____ City _____ State _____ Zip Code _____	Contact Name _____ E-mail Address _____ Phone Number (_____) _____ - _____ Emergency Number (_____) _____ - _____ Fax Number (_____) _____ - _____
Driver's license or Tax ID number _____ Agent Name _____ Address _____ City _____ State _____ Zip Code _____	Contact Name _____ E-mail Address _____ Phone Number (_____) _____ - _____ Emergency Number (_____) _____ - _____ Fax Number (_____) _____ - _____
Permit Term Requested _____ Fees Enclosed \$ _____ Check Number _____ Coupon Number(s) _____ Money Order _____ Other _____ Estimated cost of work to be performed on VDOT Right of Way \$ _____	
Surety Information: Surety Company Name _____ Amount of Surety \$ _____ Obligation Amount \$ _____ Check # _____ Bond # _____ ILC # _____ <input type="checkbox"/> Corporate Surety <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Waived	
The Surety posted by Owner () or Agent () Surety Refunds paid to Owner () or Agent()	
<p><u>Applicant has provided proof of the following requirements in accordance as defined in Code of Virginia section 2.2-1151.1.</u></p> <p>(1) The utility company has registered as an operator with the appropriate notification center. (2) Attached is a notarized affidavit, that the utility owner has notified the commercial and residential developer, owner of commercial or multifamily real estate, or local government entities with a property interest in any parcel of land located adjacent to the property over which the land use is being requested, that application for the permit has been made.</p>	

Request Permission: To perform the following activity(s)

 _____ as per attached plans.

Location: Tax Map Number _____ Applicant Job No. _____
 Geographically in County / Town / City of _____ On Highway Route and /or Name _____
Between Route _____ St. Name _____ Latitude _____ Longitude _____
And Route _____ St. Name _____ Latitude _____ Longitude _____

IF APPLICABLE, I AGREE TO PAY THE FULL SALARY AND EXPENSES OF A STATE ASSIGNED INSPECTOR IN CONJUNCTION WITH THIS PROJECT, COVERED BY ACCOUNT RECEIVABLE NUMBER.

Signature of applicant _____ **Title** _____ **Date** _____
Signature of agent _____ **Title** _____ **Date** _____

All applicable items on this form must be completed before your request can be considered. Recheck information furnished to avoid delay. Prepayment Required - make Remittance payable to Virginia Department of Transportation.

VDOT USE ONLY

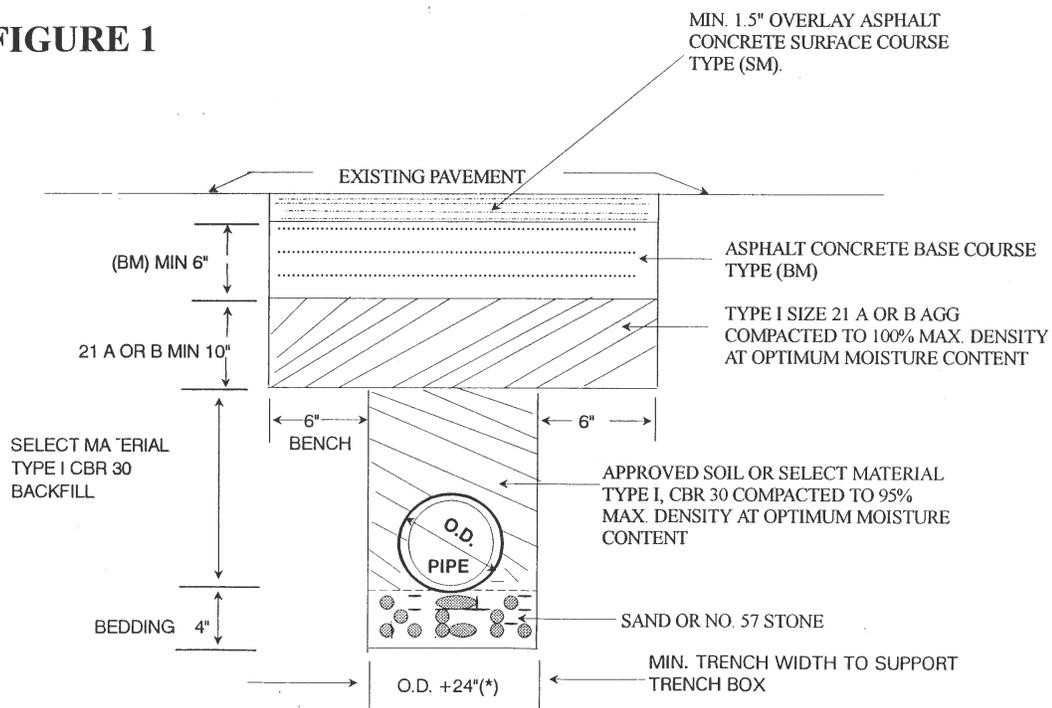
Receipt is hereby acknowledged of CHECK _____ COUPON _____ M.O. _____
 In The Amount of \$ _____
 Permit Fee \$ _____ Cash Surety \$ _____ VDOT Reference Number _____
 Signed _____ VDOT.



1. All patches are to be replaced in accordance with the following requirements and as shown in Figure 1.
2. All Excavations or Open Cuts shall comply with OSHA Technical Manual, Chapter 2, Title Excavation: Hazard Recognition in Trenching and Shoring.
3. The permit proprietor will be required to replace the surface and base of the roads included under this permit in accordance with the Road and Bridge Specifications and this Special Provision.
4. Backfill material shall include a minimum of four (4") inches bedding materials, sand or stone. The balance of the backfill shall be approved soil compacted to the bottom of subbase layer (Type I, Size 21 A or 21 B). The entire backfill shall be free from wood, decaying material, asphalt, concrete, ice, frost, large clods, stone and debris.
5. Backfill material shall be compacted to a minimum of 95% of the theoretical maximum density at optimum moisture content, as determine by the Virginia Department of Transportation testing procedures, use mechanical tamping throughout the depth of the trench in six (6") layers to insure that adequate support is provided for the subbase layer (Type I, Size 21 A or 21 B).
6. It shall be the decision of the Resident Engineer to request and review the backfill compaction test results and/or authorize an inspector to monitor the compaction.
7. Cuts in roads with Surface Course (SM) and Asphalt Concrete Base (BM) shall be replaced with ten (10") inches of Type I, Size 21 A or 21 B aggregate compacted to 100 percent of the theoretical maximum density at optimum moisture content covering the entire trench width in addition to a bench of six (6") inches minimum thickness or match the existing base thickness, shall be placed over the sub-base. A surface asphalt concrete course of a minimum of 1.5" inches (SM) shall be placed on top of the base (BM) covering the trench width. The asphalt concrete surface course shall be slightly higher (1/8" to 1/4") than the existing surface to provide a smooth grade into the existing pavement surface.
8. Cuts in surface treated roads with aggregate base course shall be replaced with the same layers as roads with asphalt base (BM) except the sub-base layer (Type I, Size 21 A or 21 B) is reduced to six (6") inches and the (BM) layer to four (4") inches but still keeping a six bench. The surface course shall be a surface treatment matching the existing surface.
9. The cut to be back filled shall be made as dry as practicable at the time of back filling by pumping, bailing, draining, or other approved dewatering.
10. All sides cuts shall be trimmed to neat straight lines and a tack coat shall be applied at a rate of 0.05 to 0.15 gallon per square yard of RC-250 or CAE-2 before placing the plant mix.

11. Replacement of pavement shall be from edge of pavement to edge of pavement except when individual cuts are made and not covering the entire width of the pavement.
12. Replacement of all Asphalt Concrete and surface treated courses shall be rolled where possible with a unit having a manufacturer's rating of ten (10) tons, and rolled until the aggregate is keyed into the bitumen. Where rolling is not possible, a mechanical tamp will be used. In all cuts stone is to be placed in the trench daily up to maximum length of 500 feet, at which time the pavement shall be covered with a temporary or permanent asphalt patch. If the application of the bituminous layer is delayed for adverse weather conditions, the contractor shall provide and maintain a base course that is acceptable to the VDOT until such time as the appropriate pavement patch can be applied and completion of the installation of the gas, sewer, and water lines, contractor shall restore pavement in the manner prescribed on the VDOT permit within (10) days.
13. Contractor will be responsible for any depression greater than 1/4" that occurs within three years of completion of patching. Correction shall consist of milling and replacing 1.5" of surface course mix (SM).

FIGURE 1



* FOR PIPE LESS THAN 12" THE TRENCH WIDTH MAY BE 36" MAXIMUM.
SEE UB-1 (ROAD AND BRIDGE STANDARDS VOLUME II)

CUT REPLACEMENT IN ROADS WITH ASPHALT CONCRETE BASE AND SURFACE



Date: _____
Issuing Bank: _____
Address: _____
City: _____, State _____ Zip Code _____
Amount: _____
Expiration Date: _____

APPLICANT NAME: _____
Tax ID number or Driver's license Number: _____
Phone Number: _____
Address: _____
City: _____ STATE _____ Zip Code _____

VIRGINIA DEPARTMENT OF TRANSPORTATION
ADDRESS: _____
City : _____, State _____ Zip Code _____

We hereby issue our Irrevocable Letter of Credit number _____ in your Department's favor for the account of _____ for a sum not exceeding _____ U.S. Dollars (\$ _____) available by sight draft on the above stated issuing bank accompanied by documents specified below:

A certified statement signed by the Permit Manager or his/her representative stating that _____ has not satisfactorily completed work pursuant to the permit issued to the permittee or his agent to perform the work as described on the face of the permit in the county of _____.

A statement signed by the Permit Manager or his/her representative to the effect that: "This drawing is for the explicit purpose of providing for completion or restoration of the right of way to the terms of the Land Use Permit Manual and pursuant to the agreement of the permittee or his Agent to perform the work covered by permit to the satisfaction of the Department." All drafts must bear the clause "Drawn under _____ Letter of Credit No. _____ dated _____, 20____.

We hereby engage with drawers, endorsers and bona fide holders that all drafts drawn in compliance with the terms of this credit shall be duly honored upon presentation and delivery of this document. This Irrevocable Letter of Credit shall remain in full force and effect for a period of two (2) years from the date hereof and shall automatically renew itself from year to year for three (3) years, one (1) year periods thereafter unless and until the above issuing bank shall give ninety (90) days prior written notice to the department, by CERTIFIED MAIL, RETURN RECEIPT REQUESTED of its intent to terminate same at the expiration of said ninety-day period. During said ninety (90) days notice period, this Irrevocable Letter of Credit shall remain in full force and effect. During the last thirty (30) days while this letter is in force and effect after notice of termination has been given, The Department may draw up to the full amount of the letter of credit when accompanied by a document stating that _____ has failed to provide an acceptable substitute Irrevocable Letter of Credit or deposit in escrow account, and a document stating that "The drawing will be held by the Department for the sole purpose of providing for the completion or restoration of the right of way for work covered by permit issued to _____ on _____, 20____, until such work is completed or restored to the Department satisfaction. This credit shall be terminated upon the Permit Manager or his appointed representative giving written release stating that the terms of the permit have been completed and accepted by the Department."

Note: Continuous Letter of Credit for utilities "telephone, electric power lines, water, sewer, gas" cannot be cancelled unless facilities covered by the permit have been removed from the Right of Way or the principal has arranged for replacement surety protection or when responsibility and maintenance has been taken over by another company and the body assuming responsibility for maintenance of that facility advise the Department in writing of its intentions to do so, and posted a replacement of surety.

Except as otherwise expressly stated herein, this credit is subject to the Uniforms Customs & Practices for Documentary Credit (1993 Revision), International Chambers of Commerce Publication No. 500.

Attest _____
(Seal)

Authorized Signature

Type or Print Name

Title



BE KNOWN THAT WE _____ as Principal, and _____ a corporation duly incorporated under the Laws of the State of _____, as Surety, are held and firmly bound unto the Commonwealth of Virginia in the full and just sum of _____ U. S . Dollars (\$ _____), to be paid to the said Commonwealth of Virginia to the payment whereof we hereby bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed and dated this ___ day of _____, _____.

WHEREAS, The said Principal hereunder has been or will be granted permit(s) authorizing one or more of the following activities;(A) to move house property upon public highways of Virginia (B) to cut surface of the highways of Virginia, or to tunnel under such highways; (C) to install and/or erect and maintain telephone, electric power lines, water, sewer, gas or other utilities on, under or over such highways, bridges or tunnels;(D) to install an entrance or tie-in into a public roadway and/or grading upon the Right -of- way; or (E) for the following purposes: Explain below exact purpose(s) for which surety coverage is being obtained.

Work to be performed in the county/or city of _____

THEREFORE, The conditions of this obligation are such that if the said Principal shall in all respects comply with the terms and conditions of said permit(s), and fully meet and perform obligations thereunder in accordance with requirements for permits as set forth in the Land Use Permit Manual in effect at time of permit issuance, and shall satisfactorily complete the work permitted, and shall indemnify and save harmless the Commonwealth of Virginia against and from all loss, cost, expense damage or injury to highways and bridges and to persons and property lawfully on such highways, growing out of the granting of such permit(s) to said Principal, then this obligation be void, otherwise to be and remain in full force and virtue.

NOW, THEREFORE, It is expressly understood that this Bond may be canceled by the Surety at the expiration of sixty (60) days from the date which the Surety shall have lodged with the Commonwealth Transportation Commissioner or his designees written notice to so cancel. This provision, however, shall not operate to relieve, release or discharge the Surety from any liability already accrued, or which shall accrue, on permits issued before the expiration of the sixty-day period. **Bonds securing performance on specified active permit(s) may be canceled only upon satisfactory completion of permit(s), as determined by the Department Engineer.** NOTE: Continuous Bond cannot be canceled unless facilities covered by the permit have been removed from the Right -of-way, or the principal has arranged for replacement surety protection. **ALL permit work covered under section (C) above shall be covered by a bond at all times.**

Said principal and surety, being properly authorized, have caused these presents to be executed and their seals affixed the day and year first above written.

Surety Name _____	Principal Name _____
Bond Number _____	TAX ID # or DMV ID # _____
Address _____	Address _____
City _____ State _____ ZIP _____	City _____ State _____ ZIP _____
Contact Person _____	Contact Person _____
Phone Number _____	Phone Number (_____) _____
Attorney-in-Fact Name _____	Signature _____
Signature _____	

**Attorney-In-Fact
(Seal)**

*** POWER OF ATTORNEY AUTHORIZATION TO BE ATTACHED**

Acknowledgement of Principal

STATE OF _____

COUNTY /TOWN/CITY OF _____

I, the undersigned, a Notary Public in and for the County / Town / City aforesaid, in the State aforesaid, do certify that,

_____ whose name as Principal is signed to the foregoing writing bearing date on the _____ day of _____, year _____, personally appeared before me and acknowledged the same.

Given under my hand this _____ day of _____, year _____.

My Commission expires: _____.

_____.

Notary Public

Affidavit and Acknowledgement of Surety

STATE OF _____

COUNTY/TOWN/CITY OF _____

I, the undersigned, a Notary Public in and for the County/Town/City aforesaid, in the State aforesaid do certify that,

_____ (Attorney in fact name) personally appeared before me and made oath that he is _____ (Title) of the _____ (Name of Surety), that he is duly authorized to execute the foregoing bond by virtue of a certain power of attorney of said company; that said power of attorney has not been revoked; that the said company has complied with all the requirements of law regulating the admission of such companies to transact business in the State of Virginia; that the said company holds the certificate of the Commissioner of Insurance authorizing it to do business in the State of Virginia; that it has a paid-up cash capital of not less than \$250,000; that the paid-up capital plus the surplus and undivided profits of said company is \$ _____; that the penalty of the foregoing bond is not in excess of ten percentum of said sum; that the said company is not by said bond incurring in the aggregate, on behalf or on account of the principal names in said bond, a liability for an amount larger than one-tenth of its paid-up capital, plus its surplus and undivided profits; that the said company is solvent and fully able to meet promptly all its obligations, and the said (Attorney in fact name) thereupon, in the name and on behalf of the said company, acknowledged the foregoing writing as its act and deed.

Given under my hand this _____ day of _____, year _____.

My Commission expires: _____.

_____.

Notary Public

Original to be filed with the Virginia Department of Transportation
Request for Land Use Permit Surety Bond Cancellation may be addressed to:
Virginia Department of Transportation



**Commonwealth of Virginia
Department of Transportation
1/2005**

**LUP-CSB
LAND USE PERMIT
Corporate Surety Bond**

KNOW ALL MEN BY THESE PRESENTS THAT _____ a public service corporation duly incorporated under the laws of the Commonwealth of Virginia, is held and firmly bound unto the Commonwealth of Virginia in the full and just sum of _____, current money of the United States, to be paid to the said Commonwealth of Virginia, to the payment whereof _____ binds itself and its heirs, executors, administrators, and assigns, jointly and severally, firmly by these presents, sealed and dated this _____ day of _____, _____.

WHEREAS, _____ has been or will be granted permits authorizing the following activities: (a) to cut the surface of the highways of the Commonwealth, or to tunnel under such highways, (b) to install and/or erect and maintain gas pipelines and appurtenant facilities on, under or over such highways, bridges, or tunnels.

NOW, THEREFORE, The conditions of this obligation are such that, if _____ shall in all respects comply with the conditions of the permit or permits granted or to be granted and the requirements for permits, as set forth in the "Land Use Permit Manual" in effect at time of issuing permit, and shall indemnify and save harmless the Commonwealth of Virginia against and from all loss, cost, expense, damage, or injury to highways and bridges and to persons and property lawfully on such highways, growing out of the granting of such permits to _____ then this obligation to be void, otherwise to be and remain in full force and virtue.

This Surety Bond cannot be cancelled unless facilities covered by the permit have been removed from the right of way, or _____ has arranged substitute surety protection.

IN WITNESS WHEREOF, _____ being properly authorized, has caused these presents to be executed and its seal affixed the day and year first above written.

BY: _____

NAME: _____

TITLE: _____



APPLICATION is hereby made for permit as shown on the accompanying plan or sketch and as described below. Said activity(s) will be performed under and in accordance with the rules and regulations of the Commonwealth Transportation Board of Virginia, in so far as said rules are applicable thereto and any agreement between the parties herein before referred to. Where applicable agreements may be attached and made a part of the permit assembly including any cost responsibilities covering work under permit. Applicant agrees to maintain work in a manner as approved upon its completion. Applicant also hereby agrees and is bound and held responsible to the owner for any and all damages to any other installations already in place as a result of work covered by resulting permit. Applicants to whom permits are issued shall at all times indemnify and save harmless the Commonwealth Transportation Board members of the Board, the Commonwealth and all Commonwealth employees, agents, and offices, from responsibility, damage, or liability arising from the exercise of the privileges granted in such permit to the extent allowed by law.

TYPE OR PRINT CLEARLY

APPLICANTS NAME: _____ PHONE NO. _____

Mailing Address: _____ State _____ Zip Code _____

Item to be moved: _____

Actual size of building: Width: _____ Height: _____ Length: _____

Approximate weight of building: _____ Lbs. Can the building be reduced to smaller dimensions? _____

Location of Building: County _____ Route. _____ Street Address _____

Destination of Building: County _____ Route. _____ Street Address _____

Proposed Route of Travel: _____

Name and address of Mover: _____

Mover licensed to move houses in this state? _____ Virginia Contractor's License? _____ Insurance in this state? _____

Contact Person: _____ Phone Number (____) _____ - _____ Emergency Number (____) _____ - _____

Mover certification attached that house will clear all overhead and roadside obstructions? _____

[] IF APPLICABLE, I AGREE TO PAY THE FULL SALARY AND EXPENSES OF A STATE ASSIGNED INSPECTOR IN CONJUNCTION WITH THIS MOVE, COVERED BY ACCOUNT RECEIVABLE NUMBER.

Signature of applicant _____ Title _____ Date _____

Signature of agent _____ Title _____ Date _____

All applicable items on this form must be completed before your request can be considered. Recheck information furnished to avoid delay. Prepayment Required - make Remittance payable to Virginia Department of Transportation.

VDOT USE ONLY

Receipt is hereby acknowledged of CHECK _____ COUPON _____ M.O. _____ In The Amount of \$ _____
Permit Fee \$ _____ Cash Surety \$ _____ VDOT Reference Number _____
Signed _____ VDOT



NOTICE OF PERMITTEE LIABILITY
Permittee Agreement for Land Use Permit

I the undersigned Permittee/Agent, I have read and I am fully cognizant of all the requirements for permit
#_____.

Permittee Name _____

Permittee

Signature _____

Date _____

Any of the following provisions, which can apply, shall apply

1. Permittee acceptance and use of a *Virginia Department of Transportation (VDOT) Land Use Permit* is prima facie evidence that the Permittee has read and is fully cognizant of all required permit provisions, applicable traffic control plans and associated construction standards to be employed. All applicants to whom permits are issued shall at all times indemnify and save harmless the *Commonwealth Transportation Board*, members of the Board, the *Commonwealth*, and **ALL** commonwealth employees, agents, and officers, from responsibility, damage, or liability arising from the exercise of the privileges granted in such permit to the extent allowed by law.
2. The Permittee agrees to secure and carry insurance against liability for personal injury and property damage that may arise from the work performed under permit and/or from the operation of permitted activity-up to one million dollars (\$ 1,000,000) each occurrence to protect the Board Members and Department's agents or employees; seventy-five thousand dollars (\$75,000) each occurrence to protect the *Board*, the *Department*, or the *Commonwealth* in event of suit.
3. The Permittee assumes full responsibility for any and all (downstream, flooding, erosion, siltation, etc.) damages that may occur as a result of the work performed under this permit. Furthermore, the Department will in no way be responsible for any damage to the facility being placed as a result of future maintenance or construction activities performed by VDOT.
4. The Permittee agrees to move, remove, alter, or change any installation that interferes with the ultimate construction of the highway in alignment or grade without cost to the Department unless otherwise stipulated and agreed to by the Department.
5. The Permittee shall immediately have corrected any situation which may arise as a result of these installations that the Department's Resident Engineer or his/her representative deems hazardous to the traveling public, even though it may not be specifically covered in the *Land Use Permit*, the *Special Provisions* and/or the *Land Use Permit Manual*.
6. Any and all highway signs, *Right-of-Way* markers, etc., disturbed as a result of work performed under this permit shall be accurately reset by the Permittee immediately following the work in the vicinity of the disturbed facility. The services of a certified land surveyor with experience in route surveying, may be required.
7. It shall be the Permittee's responsibility to obtain **ANY** and **ALL** necessary permits that may be required by any other government agencies, i.e. *Corp. of Engineers, Dept. of Environmental Quality, Soil Conservation Services, etc.*
8. A copy of the permit to be kept on-site at all times.
9. The Permittee is required to notify the **local** VDOT Residency Office or Permit Office at **least 48 hours** in advance of **ANY** proposed work commencing, and before the following operations take place. Failure to carry out this requirement may result in this permit being **revoked**.
 - A. Placing Concrete or asphalt.
 - B. "Proof rolling" or nuclear testing taken of subgrade before stone is placed.
 - C. "Proof rolling" or nuclear testing taken of base stone.
 - D. Boring or jacking of pipes larger than 6" inches.
10. The Permittee is required to notify the **local** VDOT Residency Office or Permit Office, and District Traffic Engineering Section when planned excavation is within 1,000 feet in the vicinity of a signalized intersection. Failure to carry out this requirement may result in the permit being **revoked**.

11. The Permittee is required to notify "*Miss Utility*" or each operator of an underground utility where no notification center exists of any planned excavation. This notification must be provided at **least 48 hours** - excluding weekends and holidays -before the start of planned excavation. Failure to carry out this requirement may result in this permit being **revoked**.
12. If during or before construction it is deemed necessary for VDOT to assign an Inspector to the project, the Permittee is to pay the Department an additional inspection fee in an amount that will cover the salary, expense allowance, and mileage allowance for the inspection(s) assigned by the Department for handling work covered by this permit. Said inspection fee to be paid promptly each month on bills rendered by the Department.
13. The absence of a State Inspector does NOT in any way relieve the Permittee of his/her responsibility to perform the work in accordance with the approved plans and provisions of the attached permit and **Road and Bridge Standards** (current edition) and **Road and Bridge Specifications** (current edition). No changes shall be made without approval of the Department's Resident Engineer or his/her representative.
14. It is the duty of the Department's Resident Engineer or his/her representative to keep all roads maintained in a safe, travelable condition at **ALL** times. Therefore, any permit may be **denied, revoked** or **suspended**, when in the opinion of the Resident Engineer or his/her representative the safety, use or maintenance of the highway so requires.
15. The Permittee shall at ALL times give strict attention to the safety and rights of the traveling public, her/his employees and herself/himself. VDOT **reserves the right to stop work at anytime** due to safety problems and/or noncompliance with the terms of the permit. The Department may, at its discretion, complete any of the work covered in the permit or restore the *Right-of-Way* to Department's Standards and bill the Permittee for the actual cost of such work. The Permittee may be required to move, alter, change or remove from the Department's *Right-of-Way*, in a satisfactory manner, any installation made on the *Right-of-Way* under this permit.
16. All work performed under this permit on VDOT's *Right-of-Way* shall in all respects, including location, alignment, elevation and grade; manner of performing the work; restoration of conditions, etc., be subject to VDOT's directions, **Road and Bridge Standards** (current edition) and **Road and Bridge Specifications** (current edition) and shall be performed to the satisfaction of the Department's Resident Engineer or his/her representative.
17. Design changes, specified material changes and/or field changes from the approved plans need to be submitted to the appropriate, **local** VDOT Residency Office or Permit Office, prior to proceeding with the work. A letter of explanation shall accompany the revised design plans and/or engineering calculations, which must be submitted to VDOT for review and approval by the Residency Office or Permit Office.

Traffic Control and Safety Procedures:

18. Traffic shall NOT be blocked or re-routed (detoured) without **written** permission from the Department's Resident Engineer or his/her representative. Where one-way traffic is permitted to be maintained, it shall be properly flagged 24 hours per day by a **trained, certified flagperson**. A certification card is required for any person flagging within VDOT's *Right-of-Way*.
19. During construction, the Permittee shall furnish ALL necessary signs, flagpersons and other protective devices (lights, barricades, etc.) for protection of traffic and workers in accordance with the specifications of the **Virginia Work Area Protection Manual** or as directed by the Resident Engineer or his/her representative. All signs shall be in accordance with the current edition of the **Manual of Uniform Traffic Control Devices (MUTCD)**. Trained, certified flagpersons shall be provided in sufficient number and locations as necessary for control and protection of vehicular and pedestrian traffic in accordance with **MUTCD**. Flagpersons shall use sign paddles to regulate traffic in accordance with **MUTCD**.
20. **Hours and Days of Work:** Permittee is authorized to work between the hours of 9:00 a.m. to 3:30 p.m. Monday through Friday, and one half hour after sunrise until one-half hour before sunset on Saturday and Sunday. Any variance in times of work must be obtained from the Resident Engineer.
21. Certification for flagperson will be awarded upon a candidate's satisfactory completion of an examination. Certification card shall be carried by the flagperson while performing duties. A flagperson found not in possession of his/her certification card shall be removed from the flagging site and the Resident Engineer or his/her representative will suspend operations requiring flagpersons. Furthermore, flagpersons performing duties improperly shall have their certification **revoked**.
22. Long, open trenches will NOT be permitted. The maximum length at any time, including backfilled portion, which is not suitable for traffic, shall NOT exceed 500 feet and shall be properly signed and delineated. Trenches are NOT to be left open overnight unless approved by the Resident Engineer or his/her representative. No pre-blasting or pre-blowing will be permitted without prior approval from the Resident Engineer.

23. No excavated material is to be placed or tracked on the pavement, without **written** permission of the Resident Engineer or his/her representative. When so permitted, the pavement shall be satisfactorily cleaned by an approved method. No cleated (track-mounted) equipment is to be used on the pavement, without proper protection to the pavement.
24. **Excavations:**
- OSHA requires shoring for any excavation 4' or more in depth.
 - When not utilizing shoring, excavations are to be sloped accordingly.
 - Shoring or trenching boxes need to be approved by a licensed Professional Engineer.

Restoration Procedures:

25. All backfilling and compaction of disturbed areas shall be in accordance with the specifications outlined in VDOT's *Road and Bridge Specifications* (current edition). All compaction tests result shall be maintained on site for inspection. The Permittee will be held responsible for correcting any settlement of backfill or pavement for a period of three (3) years after completion of work. All trenches shall be maintained to the satisfaction of the Resident Engineer or his/her representative.
- 100% required for top 6" of subgrade
 - 95% required between ditch to ditch, and from sidewalk to sidewalk
 - Fill materials to should be placed in 6" layers.
26. Where pavement exists, all crossings shall be bored, pushed or jacked from back-of-ditchline to back-of-ditchline or toe-of-fill to toe-of-fill. The pavement shall NOT be cut unless otherwise approved by the Resident Engineer and then only if justifiable circumstances prevail or proof is shown that a thorough attempt has been made to push, bore or jack.
27. Whenever the pavement is permitted to be cut, not over one-half of the roadway width shall be disturbed at one time; the first opening shall be completely restored to satisfactory, travelable condition before the second half can be opened. The Permittee shall mill and resurface ALL (asphalt) concrete roadways; and resurface all other roadway with like material that exists, **for a distance of 25 feet on each side of the disturbed area from edge-of-pavement to edge-of-pavement**. Whenever the pavement is permitted to be cut, the provisions of LUP-OC shall apply. Where the pavement is disturbed or deemed weakened, in its entirety or such portions of it as deemed desirable by the Department, shall be restored or replaced in a manner, which is satisfactory to the Resident Engineer or his/her representative.
28. The appropriate, local VDOT Resident Engineer shall determine working hours on ALL state routes.
29. **Environmental Issues:**
- A. The applicant is responsible for pursuing and obtaining any and all environmental permits which may be required to pursue the proposed activity prior to any work beginning within VDOT right of way.
- B. In the event the applicant encounters hazardous materials or underground storage tanks within the right of way in the pursuit of his activities, the applicant is responsible for ceasing all work within the site and notifying the Residency and other responsible groups, i.e. local fire department, emergency services, Department of Environmental Quality, etc. The applicant is responsible for coordinating and completing all remedial/removal activities required in order to properly complete the proposed activities within VDOT right of way.
- C. In the event the applicant encounters cultural resources, archaeological, paleontological, and rare minerals, within the right of way in the pursuit of his activities, the applicant shall act immediately to suspend work at the site of the discovery and notify the Residency. The applicant is responsible for notifying the proper state authority charged with the responsibility for investigating and evaluating such finds. The applicant will meet all necessary requirements for resolving any conflicts prior to continuing with the proposed activities within VDOT right of way and shall provide evidence of such compliance to the Residency.
- D. Drainage - Road drainage shall NOT be blocked. The shoulders, ditches, roadside and drainage facilities, as well as the pavement, shall be kept in an operable condition satisfactory to the Department. Necessary precautions shall be taken by the Permittee to insure against siltation of adjacent properties, streams, etc. in accordance with VDOT's current standard practices or as prescribed by the Department's Environmental Manual "Erosion and Sediment Control" and Resident Engineer or his/her representative.

30. **Entrances** - Road and street connections, private entrances, and construction entrances are to be kept in satisfactory condition. Entrances shall NOT be blocked. Ample provision must be made for safe ingress and egress to adjacent property at all times. Where entrances are disturbed they shall be restored to the satisfaction of the property owner and the Resident Engineer or his/her representative. The Permittee shall submit to the **local** VDOT Residency Office or Permit Office engineering calculations, etc. showing determination of appropriate size of entrance pipe.
31. When building a turning lane adjacent to an existing VDOT roadway, it is the responsibility of the Permittee/Agent to meet or exceed the existing pavement and sub-base typical section. Before any work is performed, the typical section must be reviewed and approved by the Resident Engineer or his/her representative.
32. No trees or shrubs shall be cut or trimmed and no tree roots over 3" in diameter are to be cut without **written** permission of the Resident Engineer or the District Environmental Manager and covered by a properly executed *Tree Trimming Permit*. All roots under 3" in diameter are to be clean cut with an ax or saw. Particular attention shall be given not to splinter the roots next to the tree. No trees or shrubs are to be planted without prior review and **written** approval of the District Environmental Manager and Resident Engineer.

Utilities Guidelines:

33. Prior to any excavation, the Permittee shall comply with the terms of *Underground Utility Damage Prevention Act*, Title 56, Chapter 10.3, and Section 56-265.14 through 56-265.20 *Code of Virginia*. This permit does NOT grant permission to grade on property of others, grade near, adjust or disturb in anyway, existing utility poles or underground facilities in permitted area. Permission to do so must be obtained from the proper utility company and any expense involved must be borne by the Permittee. Any conflicts with existing utility facilities shall be resolved between the Permittee and the utility owner(s) involved.
34. All crossing and parallel installations allowed in the shoulders or ditchlines shall have a cover of 36 inches. All underground Cable TV and telephone cables placed adjacent to the *Right-of-Way* and back of ditchline shall have a minimum of 30 inches cover. All other facilities shall have a minimum of 36 inches of cover.
35. Where feasible, all aboveground installations (such as fire hydrants, telephone pedestals, markers, etc.) shall be located adjacent to the *Right-of-Way* line. All manhole covers, valve box, etc., shall be installed two inches below existing ground line and shall conform to existing contours.
36. No poles, guys, anchors, etc., are to be placed on the Department's *Right-of-Way* unless so indicated and approved on this permit. At no time will any such facilities be allowed between the ditchline and the traveled roadway.
37. ALL overhead crossing(s) shall conform to the **latest** requirements of the *National Electrical Safety Code*; and the vertical clearance of the lowest wire or cable crossing the roadway or entrance, shall not be less than 21 feet for Interstate and Limited Access Highways, and 18 feet for all Primary and Secondary roads.

Final Inspection and Completion of Permit:

38. Upon completion of the work covered by this permit, all disturbed areas within VDOT's *Right-of-Way* shall be topsoiled, seeded, and restored to their original condition as found, prior to starting such work.
39. Completion of this permit is contingent to the fact that the Permittee is in compliance with **ALL** governing bodies involved in the total completion of work on VDOT's *Right-of-Way*.
40. The Permittee is required to notify the **local** VDOT Residency Office or Permit Office upon completion of work covered by the attached *Land Use Permit*. The Permittee is responsible for requesting a **Final Inspection**.



APPLICATION is hereby made for an in-place permit for utilities installed as shown on the Subdivision plan or sketch titled _____ and as described below. Said activity(ies) has been done under and in accordance with the rules and regulations of the Commonwealth Transportation Board of Virginia, in so far as said rules are applicable thereto and any agreement between the parties herein before referred to. Applicant agrees to maintain work in a VDOT approved manner. Applicants to whom permits are issued shall at all times indemnify and save harmless the Commonwealth Transportation Board members of the Board, the Commonwealth and all Commonwealth employees, agents, and offices, from responsibility, damage, or liability arising from the exercise of the privileges granted in such permit to the extent allowed by law. In consideration of the issuance of a permit, the applicant agrees to waive for itself, successors in interest or assigns any entitlements it may otherwise have or have hereafter under the Uniform Relocation and Assistance Act of 1972 as amended in event the Department or its successor, chooses to exercise its acknowledged right to demand or cause the removal of any or all fixtures, personality of whatever kind or description that may hereafter be located, should this application be approved.

NO FEE SHALL BE APPLIED TO THIS PERMIT. Any relocation required shall be done at the cost of the permit applicant.

Tax ID Number: _____	Subdivision Name: _____
Owner Name: _____	Plat Book and Page Number _____
Mailing Address: _____	Contact Name: _____
City: _____	State/Zip: _____
Phone Number: (____) _____ - _____	Email Address: _____

SUBDIVISION LOCATION

Tax Map Number: _____
 Geographically in County of: _____ Adjacent to Highway Route: _____
 Latitude: _____ Longitude: _____ Plan Approval Date: _____

Please indicate type of utility: (electrical, cable TV, telephone, water, sewer) _____

Utility lines have been installed as shown on above-noted subdivision's plan within the right of way of the following streets:

	STREET NAME	FROM	TO
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Applicant's Signature: _____ Title: _____ Date: _____

VDOT Approval Signature: _____ Title: _____ Date: _____